

# Exhibit A





VENDOR, represents that its consultants possess the training skills and expertise necessary to perform the consulting services required by this agreement in a competent and professional manner. Consultants shall follow Client's policies, if any, in order to avoid being disruptive of CLIENT's personnel systems, procedures and working environment. VENDOR, agrees that its consultants shall use their training skills and expertise to professionally and timely satisfy the project and all sub tasks and milestones thereof.

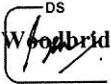

#### **Article 4 - Confidential Information**

- 4.1 VENDOR agrees that its consultant agrees to keep confidential all Deliverables and all technical, product, business, financial, and other information regarding the business and software programs of CLIENT and/or or CLIENT's CLIENT (the "Confidential Information"), including but not limited to programming techniques and methods, research and development, computer programs, documentation, marketing plans, customer identity, and business methods.
- 4.2 VENDOR agrees that Consultant shall at all times protect and safeguard the Confidential Information and agrees not to disclose, give, transmit or otherwise convey any Confidential Information, in whole or in part, to any other party.
- 4.3 VENDOR agrees that Consultant further agrees not to attempt to ascertain the source code of any CLIENT's computer program by unauthorized access or review, reverse engineering, decompilation, disassembly, or any other technique or method.
- 4.4 VENDOR agrees that Consultant agrees that it will not use any Confidential Information for its own purpose or for the benefit of any third party and shall honor the copyrights of CLIENT and will not copy, duplicate, or in any manner reproduce any such copyrighted materials.

#### **Article 5 - Terms of Engagement**

5.1 This agreement shall be effective as of date first set forth above and shall remain in force during any and all the periods for which the VENDOR provides services to CLIENT. However articles 4, 5, 9 and 10 shall survive the termination of this agreement and remain for one year thereafter.

5.2 The anticipated completion dates set forth in the exhibits may be modified and extended, if it is discovered that the project time for the project was insufficient. VENDOR agrees to continue providing services through the revised completion dates provided CLIENT gives a minimum of 15 days advance notice of the completion date.

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**5.3** Client may at any time and without cause terminate any Project Exhibit or Work Statement issued under this Agreement upon written notice to Vendor, and such termination shall be effective immediately upon receipt of such notice. Notice of such termination via e-mail shall be considered an acceptable form of written notice to Vendor.

**5.4** VENDOR agrees to provide all the technical and personnel management needed by its consultants during the course of the assignment.

**5.5** Either party shall have the right to terminate this agreement for breach of any of the terms or condition of the agreement by other party after giving the other party 15 days written notice to rectify the breach and if the said breach remains unrectified.

**5.6** Either party may at any time and without cause terminate this Agreement upon giving thirty (30) days written notice to the other party. Termination of this Agreement shall not affect any Project Exhibits or Work Statements then in effect, unless the parties specifically agree in writing, and this Agreement shall continue to govern such Work Statements until they are terminated or performance has been completed.

#### **Article 6 - Indemnification**

**6.1** VENDOR agrees that neither its Consultant(s) or any of its personnel is an employee of the CLIENT or its CLIENT, or is entitled to any benefits provided or rights guaranteed by the CLIENT or its CLIENT, or by operation of law, to their respective employees, including but not limited to group insurance, liability insurance, disability insurance, paid vacation, sick leave of other leave, retirement plans, health plans, premium "overtime" pay, and the like. It is understood and agreed that the CLIENT will make no deductions for fees paid to VENDOR for any federal or state taxes of FICA, FUTA, SDI, and SUI. VENDOR agrees that it is its responsibility to make required FICA, FUTA, SDI, SUI, Income tax withholdings or other payments related to its Consultant(s) and provide Worker's Compensation coverage or to make overtime payments, if applicable.

**6.2** VENDOR shall indemnify and hold the CLIENT and its CLIENT harmless for any Worker's Compensation, "over-time" claims, tax liability claims, or other claims brought or liabilities imposed against the CLIENT or its CLIENT by VENDOR' Consultant(s) or any third party (including governmental bodies or courts), whether relating to VENDOR' Consultant(s) working visa status, or any other matters involving the acts or omissions of VENDOR and its employees.

**6.3** VENDOR agrees that it has adequate comprehensive General Liability Insurance and Errors and Omissions Liability Insurance, for its Consultant(s). VENDOR agrees to indemnify and hold the CLIENT and its CLIENT harmless from any and all liability or expense, including attorney's fees that the Client may incur by reason of bodily

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Vendor



injury to any person, or property damage, or both, solely and proximately caused by the acts of VENDOR' Consultant(s) while performing work or services pursuant to this agreement.

6.4 VENDOR represents that it and all of its employees are in compliance with all immigration laws of the United States of America, and shall indemnify and hold the CLIENT harmless against violation thereof arising out of this engagement.

#### **Article 7 - General Provisions**

7.1 This agreement is a professional services agreement and the performance of any obligation hereunder may not be assigned, delegated or otherwise transferred by either party.

7.2 If any provisions of this agreement are found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this agreement, and all provisions not affected by such invalidity shall remain in full force and effect.

7.3 The waiver by either party of a breach or default in any of the provisions of this agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

7.4 This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties or between the VENDOR and CLIENT'S acquired organizations, whether written or oral, relating to the same subject matter. No modification, amendments or supplements to this agreement shall be effective for any purpose unless in writing, signed by either party.

#### **Article 8 - Enforcement of Agreement**

This Agreement and any disputes arising out of or in connection with this agreement shall be governed by and construed and in accordance with the laws of state of New Jersey, excluding its rules governing conflicts of law. The Federal and state courts within the state of New Jersey shall have exclusive jurisdiction to adjudicate and disputes arising out of or in connection with this agreement.

#### **Article 9 - Non Compete/ with CLIENT**

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 Vendor <sup>DS</sup>HR





VENDOR or Vendor's Consultant shall not initiate contact with the Client's CLIENT or client's prospect introduced to VENDOR by the client for any reason or arrange for services with the Client's CLIENT for the project/group location where the services have been provided by VENDOR under the agreement during the duration of the project and for a period of one year following the completion date of the project as mentioned in the specific exhibit for that project. The Provisions of this Article shall survive termination or expiration of this Agreement or any Assignment Order hereunder. CLIENT or its CLIENT shall have the right to take such action it deems necessary to protect its rights hereunder, including, without limitation, injunctive relief and any other remedies as may be available at law or equity.

CLIENT agrees that during this Agreement and for one year after the termination of this Agreement, Directly/Indirectly will not solicit/hire and will not assist anybody else to solicit/hire any candidates that were introduced or about which CLIENT received information through VENDOR under this Agreement.

#### Article 10 - Payment



**10.1** In consideration for the Services rendered by VENDOR's Consultant(s) hereunder, the CLIENT shall pay to VENDOR service fees as per the mutually agreed rates and payment terms specified in respective exhibits.

**10.2** It is agreed by the CLIENT that if the Consultant(s) are required to travel to any location other than the regular place of work, to render Services to or for the CLIENT, the expenses incurred for traveling and other incidental expenses shall be reimbursed according to terms specified in respective exhibits.

**10.3** It is agreed by the CLIENT & VENDOR that this contract is between VENDOR and the CLIENT, and not between VENDOR and the CLIENT's CLIENTs. The compensation to VENDOR for the Services rendered is dependent on the signed timesheet indicating satisfactory performance from its CLIENTs. The CLIENT will adhere to the payment schedule described in respective exhibits. If for any reason, CLIENT or CLIENT's CLIENT wishes to terminate the contract within First one week due to non-performance, VENDOR will not charge for those hours to the CLIENT. Without limitation to any of the foregoing, the Vendor shall be entitled to payment of the fee as per the agreed payment terms.

#### Article 11

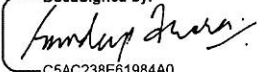
No liability shall result to either party from delay of performance or non-performance caused by circumstances beyond the control of the non-performing party.

Knack Systems LLC <sup>DS</sup> 10 Woodbridge Center, Suite#425, Woodbridge, NJ 07095 <sup>DS</sup>  Vendor 



IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their duly authorized representative.

For:  
Knack Systems LLC  
10 Woodbridge Center Drive,  
Suite #425, Woodbridge,  
New Jersey – 07095

DocuSigned by:  
  
C5AC238E61984A0...  
By: Sandeep Arora  
Title: Chief Operating Officer  
Date: 9/17/2019

For:  
Tech Denali  
38345 W 10 Mile Road,  
Suite 300, Farmington Hills,  
MI - 48335

DocuSigned by:  
  
C6E8CF149D1E4B3...  
By: Hanu Ravu  
Title: CEO  
Date: 9/17/2019

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Knack Systems LLC \_\_\_\_\_

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